

CUSTOMER SERVICE

TERMS & CONDITIONS

1-866-795-1586 (TOLL FREE IN THE U.S.)

OUTSIDE THE US: 970-259-2869 • SALES@STONEAGETOOLS.COM

HOURS: 8:00 AM - 5:00 PM MONDAY - FRIDAY (USA MOUNTAIN TIME)

TECHNICAL SUPPORT

For Technical Support in North America, please contact StoneAge. Outside of North America, please visit our website at www.stoneagetools.com.

MANUALS

Operator's manuals and repair videos for all equipment are available online. They illustrate tools, identify parts, and detail maintenance and overhaul procedures.

REPAIRS

Repair & Maintenance Service is available by the same technicians who build and test our tools. We try to complete repairs and test every tool within three days of receipt. You must call StoneAge for an RMA number prior to sending your tool in for repair.

Send tool to:

StoneAge Inc. Attention Repairs, 466 S. Skylane Dr., Durango CO 81303, USA

Serial Number Database is maintained on all equipment sold. If a serial number is provided when ordering parts, we can verify that the right parts are specified.

LEAD TIME

Parts and Service Kits are available to ship same day as ordered. Standard tools can usually be shipped the next day. Custom porting of heads usually requires 3-4 days to schedule through the factory. More complicated systems like Lancing Machines are built when ordered, which can take several weeks depending on factory backlog. Check availability and place orders early enough to avoid scheduling conflicts.

ORDERING

Call or email your order to StoneAge or an authorized dealer with purchase order number, shipping and billing addresses, and delivery date. Check datasheet to ensure specifications are complete. Advise whether we should hold shipment until all items are available.

SHIPPING

Shipping is pre-paid and invoiced with order but may be charged directly to the customer's account with selected courier by special instruction. Most orders are shipped via UPS or Fed Ex couriers; specify a preference if you wish. Larger equipment will be shipped by truck or air freight. Either party may make the arrangements. Airline counter-to-counter delivery is not reliable from our mountain location.

PAYMENT

Major credit cards or bank transfers are accepted. Pre-payment is required to ship custom equipment.

RETURNS

Any parts returned for credit or warranty must be accompanied by a StoneAge RMA number. Please contact a Customer Service Specialist or Authorized Dealer to obtain an RMA number. A minimum restocking fee of 15% applies to standard items returned unused. Returns will only be accepted on unused items returned 6 months or less from invoice date. All returns and restocking fees are subject to StoneAge final decision. Returns of custom products and obsolete items are not accepted.

PRODUCTS SOLD BY SELLER ARE DESIGNED AND INTENDED TO BE USED AT HIGH PRESSURES AND SPEEDS, AND MAY BE DANGEROUS IF OPERATED IMPROPERLY OR WITHOUT THE USE OF APPROPRIATE SAFETY DEVICES AND GUARDS. BUYER IS CAUTIONED TO CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS, AS THEY HAVE IMPORTANT LEGAL CONSEQUENCES.

- Purchase Orders.** Buyer shall order products in accordance with these Terms and Conditions. Orders for the purchase of products ("Purchase Order(s)") must be submitted to Seller by an authorized representative of Buyer by email. Each Purchase Order shall specify (i) the quantity of products being ordered, (ii) product prices, (iii) payment terms granted by Seller, and (iv) a requested receipt date. Requested receipt dates must be during the term of the Waterblast Tool Reseller Agreement, except, in its sole discretion, Seller may elect to accept a Purchase Order with a requested receipt date after the expiration or termination of Waterblast Tool Reseller Agreement, in which case these Terms and Conditions shall apply to such shipment, but under no circumstances should such shipment be deemed to be or construed as being a renewal, amendment or extension of the Waterblast Tool Reseller Agreement. The Parties agree that these Terms and Conditions shall prevail over any conflicting terms and conditions in any Purchase Order, acknowledgment form, or other instrument. Any additional or different terms or conditions in any Purchase Order, acknowledgment form, or other instrument or response from Buyer shall be deemed rejected by Seller without need of any further or additional notice of rejection, and such additional or different term shall be of no effect or in any way binding upon Seller. Seller assumes and shall have no liability for any delay in filling or shipping any Purchase Orders.
- Acceptance of Purchase Order by Seller.** Purchase Orders are subject to written acceptance by an authorized representative of Seller and such acceptance is made expressly conditional on assent by an authorized representative of Buyer to the Terms and Conditions. Seller reserves the unconditional right to reject any Purchase Order, in whole or in part. Purchase Orders submitted by Buyer shall not be binding on Seller until the earlier of written acceptance by Seller or shipment, and acceptance by shipment shall only be binding as to the portion of the Purchase Order actually shipped by Seller. Any automatic or computer generated response to a Purchase Order by Seller's internal electronic data exchange system or otherwise shall not be deemed acceptance of a Purchase Order. Notwithstanding the foregoing, Seller reserves the right to refuse, cancel, modify or delay any Purchase Order placed by Buyer and accepted by Seller when Buyer is delinquent in payments or when Buyer has failed to perform any of its obligations under the Waterblast Tool Reseller Agreement.
- Payment/Prices.** Unless other arrangements have been made in writing between Seller and Buyer, payment for product delivered shall be made upon receipt of invoice. The prices shown on the face hereof are those currently in effect. Prices invoiced shall be per pricelist in effect at the time of shipment. Prices are subject to increase for inclusion of any and all taxes which are applicable and which arise from the sale, delivery or use of Seller's products or services and for the collection of which Seller is or may be responsible to any governmental authority unless acceptable exemption certificates are provided by Buyer in accordance with law. Buyer shall pay all charges for transportation and delivery and all excise, order, occupation, use or similar taxes, duties, levies, charges or surcharges applicable to the equipment or services being purchased, whether now in effect or hereafter imposed by any governmental authority, foreign or domestic.
- Warranty.** Subject to the limitations and conditions hereinafter set forth, Seller warrants to the original Buyer that its products are free from defects in workmanship and material for a period of six (6) months from shipment. Seller's obligation under this warranty shall be limited to repairing, replacing or issuing a credit for, at Seller's option, any products or services it finds to be defective in material or workmanship. In no event shall Seller be liable for any incidental, consequential or indirect damages of any kind. THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. No statement or recommendation made by Seller or its representative to Buyer or User shall constitute a warranty by Seller or a waiver or modification to any of the provisions hereof or create any liability for Seller. All warranty claims are subject to the exclusions and limitations set forth below:
 - The warranty shall not apply if the product or service (1) has been subject to misuse, negligence or accident; (2) has not been installed or operated in accordance with Seller's recommendations; (3) has been operated under more severe conditions than those specified for the particular product or service; (4) has been operated beyond the rated capacity of the product; or (5) has been repaired or altered outside Seller's facilities or in any way so as, in Seller's judgment, to affect its stability or reliability.
 - Products that Seller furnishes, but does not manufacture, carry only the warranty of the manufacturer of such products. Where other manufacturers' or suppliers' products used in Seller's products or services prove defective, Seller's liability shall exist only to the extent that Seller is able to recover from such manufacturers or suppliers for such defects.
 - Any warranty granted by Seller to the Buyer shall be deemed void if any goods covered by such warranty are used for any purpose not recommended or permitted. In addition, the Buyer shall indemnify Seller and hold Seller harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that Seller suffers or incurs by reason of any such unintended use.
 - Notice of defective product or service must be given in writing to Seller by Buyer or User within fifteen (15) business days following receipt of goods. Buyer or User shall keep such products or services in an unaltered condition for examination by Seller's representative. No goods may be returned for credit or adjustment without prior written permission from Seller.
- Product Liability.** Buyer specifically acknowledges that the products being purchased may be operated at high speeds and/or pressures, and that as such they may be inherently dangerous if not used correctly. Buyer shall be solely responsible for the safe operation of the products at all times and for determining the safety devices and guards that may be required for the safe operation of the products. Buyer shall undertake to specify and order all safety devices and guards necessary for the safe operation of the equipment covered. All safety devices and guards offered in Seller's quotations are recommended for purchase. Seller may provide necessary safety devices and guards not offered in this quotation at an extra price in accordance with the specifications of Buyer. Buyer shall at all times use and require its employees to use all necessary and appropriate safety devices, guards and proper safe operating procedures. Buyer shall not remove or modify any such devices, guards or warning signs and shall insist on safe operating practices on the part of its personnel. In no event shall Seller be responsible for any injuries to persons or property caused by defects in any equipment, including by way of illustration and not limitation, any pumps, compressors, fittings, connections, components, piping or hoses up to the point that same are connected to the product. Buyer agrees to indemnify and to save Seller harmless from any and all liability or obligation incurred by or against Seller, including costs and attorneys' fees, to or by any persons injured directly or indirectly in the operation of the equipment furnished under the following conditions:
 - a) if Buyer fails to purchase and use necessary and appropriate safety devices and guards as determined by Buyer and/or as recommended by Seller.
 - b) if Buyer fails to maintain in good working order such safety devices and guards as are purchased from Seller;
 - c) c. if Buyer adds, omits, repairs, modified, replaces or substitutes any components on the equipment without permission from Seller;
 - d) d. if Buyer exceeds at any time the maximum safe loads, pressures or speeds recommended by Seller for the equipment furnished hereunder without the specific written consent of Seller; or
 - e) e. if Buyer otherwise fails to operate the product or equipment in accordance with Seller's printed instructions or otherwise negligently operates the equipment.

- Delivery.** Shipment of products shall be F.O.B. the Seller's warehouse. Title and risk of loss will pass F.O.B. Seller's shipping point. Buyer will be responsible for and pay all freight, shipment, and insurance charges associated with shipment of the products, even if the order is rejected upon delivery. Seller, in its sole discretion, will determine and arrange the means and manner of transportation of the products.

Seller shall use commercially reasonable effort to ship products to Buyer on or before the requested receipt date designated in a Purchase Order. The Parties agree, however, that shipment of any products ordered from Seller under these Terms and Conditions may be delayed for a period of time sufficient to allow Seller to manufacture and assemble or otherwise acquire the products for Buyer. The Parties further agree that Seller shall not be held liable to Buyer or any other party for any delay in shipment of any Purchase Order.

Order errors must be reported by Buyer within fifteen (15) business days from receipt of shipment to secure adjustment. No merchandise may be returned without securing written approval from Seller.

- Seller's Right to Delay, Cancel, or Allocate.** Notwithstanding the Seller's obligations under the Waterblast Tool Reseller Agreement, Seller reserves the right to refuse, cancel, modify or delay any shipment to Buyer when Buyer is delinquent in payments, when payment for shipment has not been arranged to Seller's reasonable satisfaction, or when Buyer has failed to perform any of its obligations under the Waterblast Tool Reseller Agreement. Should any Buyer Purchase Order for products exceed Seller's available inventory, Seller shall in its sole discretion determine how to allocate its current and anticipated inventory without liability to Buyer on account of the method of allocation determined or its implementation.

- Technical Advice.** All technical advice, recommendations and services of Seller are intended for use by persons having adequate skill, at their own risk, and Seller assumes no responsibility, and Buyer hereby waives all claims against Seller, for results obtained or damages incurred from the use of Seller's advice, recommendations and services.

- Modification.** These Terms and Conditions are intended by Seller and Buyer to constitute a final, complete and exclusive expression of agreement and cannot be supplemented or amended without Seller's prior written approval. Seller's waiver of any breach or failure to enforce any of the Terms and Conditions at any time, shall not in any way affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every Term and Condition thereof. If any provisions of these Terms and Conditions are held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other portions hereof.

- Disputes.** Buyer and Seller shall attempt in good faith promptly to resolve any dispute arising under these Terms and Conditions by negotiations between representatives who have authority to settle the controversy. If unsuccessful, Buyer and Seller shall further attempt in good faith to settle the dispute by nonbinding third-party mediation, with fees and expenses of such mediation apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms hereof. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.

All sales, agreements for sale, offers to sell, proposals, acknowledgments and contracts of sale, including, but not limited to, Purchase Orders accepted by Seller, shall be considered a contract under the laws of the State of Colorado and the rights and duties of all persons, and the construction and effect of all provisions hereof shall be governed by and construed according to the laws of such state. A state or federal court located within the State of Colorado shall have sole and exclusive jurisdiction over any litigation concerning any such matters as well as any alleged defects of any products or equipment covered thereby or damages sustained as a result of such alleged defects.

If any litigation is commenced between Seller and Buyer, or their personal representatives, concerning any provision hereof, the party prevailing in the litigation shall be entitled, in addition to such other relief that is granted, to a reasonable sum as and for their attorneys' fees and costs in such litigation or arbitration.

STONEAGE TRADEMARK LIST

View the list of StoneAge's trademarks and service marks and learn how the trademarks should be used. Use of StoneAge trademarks may be prohibited, unless expressly authorized.

<http://www.stoneagetools.com/trademark-list>

STONEAGE PATENT DATA

View the list of StoneAge's current U.S. patent numbers and descriptions.

<http://www.sapatents.com>